

STATE OF ALABAMA)
 :
 LEE COUNTY)

AFFIDAVIT OF STANLEY R. MELTON, IV

My name is Stanley R. Melton, IV. I am an individual Alabama resident residing in Lee County, Alabama. I am the president of R & L Trucking Co., Inc. (hereinafter referred to as R & L). I am also the president of SRM Financial, Inc. (hereinafter referred to as SRM).

My father, namely; Stanley R. Melton, III , is the chief executive officer of R & L Trucking Co., Inc.

I, together with my father, own all of the issued and outstanding shares of R & L.

I, individually own all of the issued and outstanding shares of SRM.

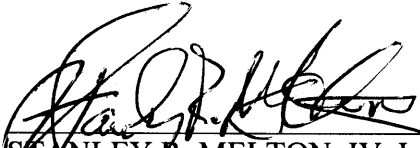
R & L and SRM are interrelated companies in that, SRM in part, owns various equipment used in the operation of R & L's over-the-road trucking business. The equipment owned by SRM is leased to R & L, and/or R & L's independent contractors. R & L's sole business is the operation of an over the road trucking company.

The account receivables generated through the operation of R & L are used to finance the daily business of R & L, including but not limited to, making pay-roll, funding the lease agreements between R & L and SRM, paying office overhead, etc. . Additionally, said accounts receivable are used to pay various secured indebtedness against the equipment maintained in the name of SRM and/or R&L. Said secured indebtedness is owed to various state and/or nationally chartered banks.

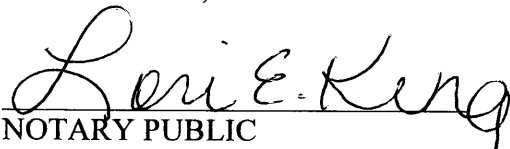
R & L employs and/or is under contract with approximately fifteen (15) independent contractors and/or individuals.

In the event Frontier Bank's complaint for a preliminary injunction is granted, and R & L's account receivables are seized and captured by Frontier Bank, this will, without doubt, put R & L out of business. It will further result in the loss of jobs for the above referenced employees/contractors of R & L. Such relief will also cause the insolvency of SRM. Finally, the seizing of the accounts receivable of R & L, will ultimately result in R & L and/or SRM's default in other financial obligations to separate financial entities.

On or about the 29th of November, 2004, R & L entered into a modification agreement with Frontier Bank wherein the terms of loan # 20018099 were altered and/or amended. Said modifications required the loan to be paid, "in eleven payments of all accrued interest monthly beginning December 29, 2004, and a final payment of \$500,1291.67e plus all accrued interest...". Said note has not become due pursuant to its terms. All monthly payments have been made, either directly by R & L or through Frontier Bank's seizure of large sums of money from R & L's checking account and/or through the seizure of a CD previously maintained in name of R & L. R & L is not in default of the loan obligations in favor of Frontier Bank. Further affiant saith not.


STANLEY R. MELTON, IV, Individually,
& as President of R & L, and SRM

SWORN TO AND SUBSCRIBED
BEFORE ME THIS THE 6th DAY
OF OCTOBER, 2005.


NOTARY PUBLIC

My Commission Expires October 23, 2005.